

MASTER CONTRACT

**BENTON COUNTY
SHERIFF'S DEPARTMENT**

And

**CHAUFFERS, TEAMSTERS & HELPERS
LOCAL NO. 238**

An Affiliate of

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFERS & HELPERS
OF AMERICA**

2006-2007

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AGREEMENT

THIS AGREEMENT entered into this 12th day of May, 2006, by and between BENTON COUNTY SHERIFF'S DEPARTMENT, Vinton, Iowa, hereinafter referred to as the "Employer," and CHAUFFERS, TEAMSTERS & HELPERS LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS & HELPERS OF AMERICA, hereinafter called the "Union," represents the complete and final agreement of all bargainable issues between the Employer and the Union.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for employees of the Benton County Sheriff's Department, which includes: All regular full-time Deputy Sheriffs, Utility/Duty Officer, Radio Dispatcher/Jailers, Food Service/Custodians and Clerical employees of the Benton County Sheriff's Department. Excluded are: Sheriff, First Deputy, Office Deputy, Confidential Secretary, and all other employees excluded by Section 20.4 of the Act, and all other County employees. Reference is made to Certification Case No. 1458, dated June 15, 1979 and as amended in Case No. 6266 dated January 24, 2001.

Part-time employees shall gain no seniority, are not represented by the Union, and are not covered by the provisions of this Agreement. Part-time employees are covered by the Benton County Sheriff's Departmental Manual.

ARTICLE 2 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall meet within thirty (30) days to negotiate a replacement for the specific provisions of the Agreement voided. This shall be cost comparable, if an economic item.

ARTICLE 3 EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and right, including but not limited to: plan, direct, and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in position within the public agency; discipline, suspend or discharge employees for proper cause; to develop

and enforce rules for employee discipline, maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify, and administer its budget; exercise all other powers and duties granted to the public Employer by law.

ARTICLE 4 NO STRIKE – NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, boycotting, sit-ins, concerted group absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act.

ARTICLE 5 GRIEVANCE PROCEDURES AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of any expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with the Sheriff of his designated representative within the seventy-two (72) hour period following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the Sheriff or his designated representative within seventy-two (72) hours following the oral discussion. Within ten (10) days after this Step 1 meeting, the Sheriff or his designated representative will answer the grievance in writing. A written copy of the grievance will be given to the Sheriff.

Step 2. Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within seventy-two (72) hours after the date of the Sheriff's or his designated representative's answer given in Step 1.

An aggrieved employee may elect not to have a Union representative present at the grievance meeting(s); however, the Union Steward has a right to be present at the Step 1 meeting for information purposes.

All grievances must be taken upon promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be shared equally between the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of Union and Employer.

In the event that any employee takes action with the Civil Service Commission on any complaint or takes action through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

- (f) Failure to report to work within ten (10) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (g) Seniority rights will be forfeited after the continuous period of layoff exceeds twelve (12) months.
- (h) Employee retires.

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

If off the job as a result of an on-the-job injury, approved by a medical doctor, said employee's seniority and employment relationship will be broken and terminated after a period of twenty-four (24) months has elapsed.

ARTICLE 7 LEAVE OF ABSENCE

An employee whose personal illness or injury as certified by a duly qualified physician extends beyond the expiration of his/her accumulated sick leave and vacation may be granted a leave of absence without pay by the Employer for the duration of the illness, not to exceed one hundred eighty (180) continuous calendar days. Any additional extensions beyond that which has already been referred to must be mutually agreed upon between Employer and employee.

1. A person taking a leave of absence before one (1) full year of employment will not be entitled to vacation on their anniversary date of employment. A new anniversary date will be established once the missed days have been achieved. At that time, the employee will be entitled to vacation.
2. When the doctor releases a female employee after childbirth, miscarriage, or other complications resulting from pregnancy, the female employee must return to work or apply for an unpaid leave of absence.
3. An employee granted an unpaid personal leave of absence shall not be eligible for fringe benefits, holiday pay, accrue retirement, vacation, sick leave, or seniority during the period of such leave except as otherwise provided by state law. For purposes of this Section, Workers Compensation leaves are considered to be unpaid leaves.
4. Premiums for insurance normally paid by the Employer will be paid by the employee during the approved personal leave of absence, if the employee elects to continue coverage.

ARTICLE 8 VISITATION

The authorized representative of the Union who has been previously identified by the Union to the Sheriff for each visit will be permitted to visit the Sheriff's office to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operation.

ARTICLE 9 INJURY REPORTING

In case of injury due to work or incurred while at work, all such injuries must be reported to the Sheriff on the same date the injury is sustained or when the injury is first known to the involved employee.

ARTICLE 10 STEWARD

The Employer recognizes the Union's right to have a Steward. Said Steward to be elected by the employees or appointed by the Union from among the employees in the unit.

The authority of the Job Steward or his/her alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- a. The review and presentation of grievances with the Sheriff or his designated representative in accordance with the provisions of the collective bargaining Agreement.
- b. The collection of dues if payroll deduction is not used, and then only when authorized by appropriate Local Union action.
- c. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union, or its officers, provided such messages and information:
 1. has been reduced in writing,
 2. if not reduced in writing, are of a routine nature and do not involve any violation of the No Strike – No Lockout Article.

ARTICLE 11 SICK LEAVE

Accumulation. Sick leave shall be accrued by an employee at the rate of one and one-half (1 ½) days per month to a total of one hundred (100) days. Should an employee have over ninety (90) days accrued (up to 100), they may convert five (5) days for one (1) day of vacation. (i.e., cannot go below 90 accrued days).

Use of Sick Leave: Accumulated sick leave may be used for any of the following:

- (a) Serious or confining illness of the employee.
- (b) Medical or dental appointments of employee which cannot be scheduled during non-working hours. In such cases, sick leave shall be charged in hourly increments with a minimum of one (1) hour. Absences of more than one (1) hour shall be charged to the next highest hour.
- (c) The County will comply with the Family Medical Leave Act and in the event that the Employee is using sick leave for the same time that also could be counted under the Family Medical Leave Act the time period shall be counted concurrently as allowed by the rules and regulations governing the Family Medical Leave Act.
- (d) One (1) day of sick leave may be used for family illness care of spouse or child.

Notification. When absences due to sickness are necessitated, the employee shall notify the Sheriff or designated representative prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action. The Sheriff has the right to require a medical certificate from the employee for any sick leave absence.

Probationary Employees. Probationary employees are not eligible for sick leave benefits. After successful completion of the probationary period, sick leave earned during said time period will be credited to the employee's account as of his/her date of employment.

Date of Employment. For the purposes of this Article, an employee who begins his/her employment on or before the 15th day of the month will be credited with sick leave for the entire month. An employee who begins his/her employment after the 15th day of the month will begin to accrue sick leave on the first day of the month following his/her employment.

Retirement. At the time of retirement, for all accumulated sick leaves in excess of sixty (60) days the employee will be paid for twenty percent (20%) of the excess over sixty (60) days. Example: At retirement time employee has ninety (90) days of accumulated sick leave, the employee will be paid for twenty percent (20%) of thirty (30) days which amounts to six days (48 hours) of pay.

ARTICLE 12 JURY DUTY

A regular full-time employee required to serve as a juror shall receive his/her regular wages for the time he/she spends on such duty. In order to receive payment for such duty,

the employee must submit certification of service and assign all fees, except mileage, received for such duty to the Employer. The employee shall report for work if released from jury duty by 12:00 Noon of any workday. Employees who work the second and third shifts shall be transferred to the day shift for pay purposes for the tour of jury duty.

ARTICLE 13 FUNERAL LEAVE

Each regular full-time employee shall, after ninety (90) days of continuous employment, be eligible for a paid leave of absence of up to five (5) days to attend a funeral for the death of the employee's parent, spouse, child or step-child if residing in the employee's home. Three (3) days of paid leave of absence to attend a funeral for the death of the employee's brother, sister or step-child not residing in the employee's home. Only days absent which would have been compensable workdays will be paid for at the rate of the normal workday missed from work. No payment will be made during vacations, holidays, layoffs, or other leave of absence. Employee must attend the funeral in order to qualify for funeral pay.

Employees may be granted up to one (1) day paid absence for service as a pallbearer.

ARTICLE 14 VACATION

After continuous full-time employment, an employee is eligible to receive the following days of vacation:

- Year one (1) through three (3), five (5) days;
- Year four (4) through six (6), ten (10) days;
- Year seven (7), twelve (12) days;
- Year nine (9), fourteen (14) days;
- Year eleven (11), sixteen (16) days;
- Year thirteen (13), eighteen (18) days;
- Year fifteen (15), twenty (20) days.

As a result of the language change above no current employee to receive less vacation time than they received in 2003-2004 under this contract.

Only regular full-time employees are eligible for vacation time and pay.

All vacations must be taken during the twelve (12) month period following the anniversary date of qualifying employment, unless carryover days are approved in writing by the Sheriff.

The scheduling of vacation leave is dependent upon the judgment and discretion of the Sheriff. The Sheriff may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Each year on or before May 15, employees will make vacation requests to the Sheriff for the following twelve (12)

month period, or if not eligible for vacation on that date, within thirty (30) days of the date that the employee becomes eligible for vacation. When vacation schedule requests conflict, prior to May 15, seniority will govern; after May 15, first come, first served.

Employees who are discharged for cause or employees who do not give one (1) week advance notice prior to quitting shall forfeit vacation pay.

Vacation pay will be at the employee's normal daily or weekly pay for the period for which he/she would have been regularly scheduled to work.

Ten (10) days of vacation can be split up with ten (10) calendar days advance notice to the Sheriff and the balance earned must be taken in five (5) consecutive day increments.

In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee, any earned but unused vacation pay.

ARTICLE 15 HOLIDAYS

Regular full-time employees are eligible for the following ten (10) paid holidays. New Year's Day, designated Washington's Birthday, Memorial Day, Independence Day, Labor Day, designated Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, and Employee's Birthday.

Holidays are to be paid at the rate of a normal workday.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. If the employee is absent either or both of said workdays as a result of personal illness substantiated by a medical doctor's written statement, or on-the-job injury, or with prior approval from his/her immediate supervisor (non-bargaining unit), the employee shall be considered as having met these requirements. Any employee on leave of absence or layoff is not eligible for holiday pay. Any employee off work due to an on-the-job injury will not receive pay after the first thirty (30) days of absence.

Paid holidays will be observed on the day they fall.

If a recognized paid holiday falls within an employee's vacation period, an additional day with pay can be taken off work in conjunction with the vacation period.

If work on a holiday, the employee will receive one and one-half (1 ½) hours compensatory time for each hour worked, plus straight time for hours worked.

If a paid holiday falls on the employee's day off, the employee will receive another day off work with pay. Said day to be scheduled by mutual agreement of the Employer and employee.

ARTICLE 16 HEALTH INSURANCE

For 2006 contract year the insurance plan will be ISAC Plan 10 with a \$1,000/\$2,000 deductible and the Employer self-insuring down to a \$500/\$1,000 deductible for the employee. For single plan the employee shall contribute \$10 per month, with the Employer to pay remaining single premium. For family plan the employee shall contribute \$140 per month, with the Employer to pay remaining family premium. The self-insured out-of-pocket maximum (OPM) shall be \$2,000/\$4,000 with the Employer self-insuring down to \$1,000/\$2,000. The OPM change to take effect July 1, 2006 but the employee to be given credit for previous OPM usage from January 1, 2006. The OPM accounting will start anew on January 1, 2007 and will go to June 30, 2007 (the end of this contract).

If the Employer will endeavor to make dental and/or prescription drug coverage and vision available to employees and their dependents, the employee will pay the full premium cost.

The Employer will continue to pay the single coverage monthly premium for an employee off work on Workers Compensation for up to one (1) year.

In the event an employee loses his/her life in the line of duty, the Employer will pay the dependent health insurance premium for six (6) months.

ARTICLE 17 JOB CLASSIFICATION AND PAY SCHEDULES

Reference is made hereto Exhibit A, Job Classification and Pay Schedules. By this reference, said Exhibit becomes a part of this Agreement.

ARTICLE 18 TRAINING

The Sheriff shall provide training for Deputy Sheriffs, Communications Specialists and Correctional Officers (employees) as follows:

Deputy Sheriffs. The Sheriff will grant leave of absence for a minimum of eighty (80) hours each contract year for Employer approved training that is directly related to job performance. The Employer will pay for eighty (80) hours. This can be bridged into two (2) consecutive contract years, depending on the type of school. No employee shall suffer a loss of a day(s) off due to temporary rescheduling of the work schedule for attendance at said training, except that the Employer may require the employee to work and the Employer shall pay the employee, as per this contract, if operational necessity causes the employee to suffer a loss of day(s) off because of training. Expenses will be paid for as in the past. If the Employer requires an employee to go to school longer than eighty (80) hours, the Employer shall pay the full amount of the school.

Communications Specialists and Correctional Officer. The Sheriff will grant leave of absence as necessary so that the employee can receive training as mandated/requested by state law or other training as deemed necessary by the Employer. No Communications Specialist or Correctional Officer shall suffer a loss of day(s) off due to temporary rescheduling of the work scheduled for attendance at said training, except that the Employer may require the employee to work and the Employer shall pay the employee, as per this contract, if operational necessity causes the employee to suffer a loss of day(s) off because of training. Expenses shall be paid for as in the past.

Employee to be paid travel time for required training.

ARTICLE 19 HOURS OF WORK

The purpose of the Article is not to be construed as a guarantee of hours or work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.

The normal workday is eight (8) hours, of which seven and one-half (7 ½) shall be considered work time. County may change to a ten (10) hour workday four (4) days a week for Patrol Deputies. A one-half (1/2) hour may be used for breaks, of which time the employee will be on duty. Breaks shall not be taken during the first one-half (1/2) or last one-half (1/2) hour of a duty shift.

The normal workweek will consist of five (5) consecutive days on duty and two (2) consecutive days off duty, but to accommodate a swing shift mutually agreed upon between the Sheriff and Union, but the final decision will be made by the Sheriff, and this can be interpreted to mean four (4) days off work in a two (2) week pay period. Except in emergencies, the Employer shall give the employee at least two (2) workdays notice of any change in the work schedule.

Overtime work will be determined and assigned by the Sheriff or his/her designated representative by job classification. Overtime work will be rotated over a two (2) month period and if an inequity exists, "catch up" measures will be taken.

Forty (40) hours shall be considered as a normal workweek. Overtime shall be paid at the rate of one and one-half (1 ½) times the straight time hourly rate. The overtime rate shall be paid after forty-one (41) hours of work by option of the employee whether to be paid or taken off as comp time. Comp time or overtime taken off shall be at the one and one-half (1 ½) hours of each hour worked in excess of forty (40) hours in the employee's assigned normal work week. The maximum amount of compensatory time that can be accumulated is one hundred eighty (180) hours.

Sick leave shall not be counted as hours worked when calculating overtime.

Except in emergencies, the Employer shall give the employee at least two (2) work days notice of any change in the work schedule.

Radio Dispatcher/Jailer shall be credited with comp time when required to work through their lunch periods, or will be provided with their meal, at the discretion of the Employer.

Pay Period. Payday will be the same as in the past.

Paid leave for vacations and recognized paid holidays count as time worked for the purpose of computing compensatory overtime.

Call Back. An employee called back after his/her regular shift or before his/her regular shift, for reasons beyond his/her control, shall be paid a minimum of two (2) hours pay at his/her straight time hourly rate. Such hours will not constitute a day's work for the purpose of calculating overtime.

ARTICLE 20 DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked at any time by the employee giving the Employer and the Union thirty (30) days written notice, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 21 MEAL ALLOWANCE

When employees are required by the Employer to travel out of the County performing necessary work duties or training, they shall be allowed Twenty Dollars (\$20.00) per day per diem for meals within the State and Twenty-Four Dollars (\$24.00) per day per diem for meals out of the State, or whatever the County policy pays, whichever is greater. The employee has to be involved in the activity outside of the County for at least eight (8) hours, excluding travel time. Under that provision, the employee will not have to produce receipts and will be paid the entire appropriate amount.

If the employee is outside the County for less than eight (8) hours, the employee will turn in receipts and be paid the amount spent, not to exceed Twenty Dollars (\$20.00) or Twenty-Four Dollars (\$24.00), whichever is appropriate.

As a voluntary alternative, Deputies may elect, on July 1 of each new year, to receive a Two Dollar (\$2.00) daily per diem meal allowance while performing normal work activity, except that any Deputy who leaves the County for training and is gone from the County more than twenty-four (24) hours may receive per diem as shown above, but will not receive the Two Dollars (\$2.00) daily per diem during that same period of time.

It will be the responsibility of the individual Deputy to notify the Benton County Auditor's Office through the normal mechanism of submitting receipts for per diem of any change in the normal per diem they receive. That will be done within thirty (30) days of the completion of training or the normal per diem pay for that Deputy will be paid.

ARTICLE 22 MILEAGE ALLOWANCE

The Employer will compensate an employee at the rate per mile that the Code of Iowa stipulates, when the employee is required to provide their own transportation in order to perform their job function or to attend schools that are Employer approved.

ARTICLE 23 UNIFORM ALLOWANCE

For an eligible employee, the uniform allowance will be Three Hundred Fifty Dollars (\$350.00) per year, or whatever the Code of Iowa stipulates. This does not apply to Radio Dispatcher/Jailer or Senior Dispatcher personnel. For the job classification of Detective, who wears civilian clothes, the uniform allowance will be Four Hundred Dollars (\$400.00).

The Employer will furnish all what is required in leather goods and special equipment (including boots) from the Three Hundred Fifty Dollars (\$350.00) allowance for uniform, except for a first year employees, which may require more.

Personal property losses will be evaluated on a case-by-case basis by the Sheriff and submitted to the Board of Supervisors for approval.

ARTICLE 24 UNIFORM CLEANING ALLOWANCE

For an eligible employee, Seventeen Dollars and Fifty Cents (\$17.50) per month for uniform cleaning will be paid for by the Employer. If said monthly allowance is not used, the amount unused accrues from one month to the next, but not from one contract year to the next. This does not apply to Radio Dispatcher/Jailer and Senior Dispatcher personnel.

ARTICLE 25 COURT LEAVE

Employees will be called upon to be available for depositions, a pre-trial conference or a court appearance in connection with criminal matters where they may be involved as the arresting officer or a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the employees.

No employee is to appear unless subpoenaed or ordered by County Sheriff in writing, except for pre-trial conference with City or County Attorney or their assistants, but no subpoena is required for attendance at a suspension hearing scheduled by the Iowa Highway Patrol.

An employee required to appear for any of the above on his/her off-duty hours will be paid for all hours spent with a minimum of three (3) hours at the rate of straight time the employee's regular rate of pay; equal time may be taken off regular duty time with approval of Supervisor.

ARTICLE 26 LONGEVITY

After an employee has completed three (3) years of service, three cents (\$0.03) per hour will be granted. After an employee has completed five (5) years of service, an additional five cents (\$0.05) per hour will be granted for a total of eight cents (\$0.08). After an employee has completed ten (10) years of service, an additional five cents (\$0.05) for a total of thirteen cents (\$0.13) per hour will be granted. After an employee has completed fifteen (15) years of service, an additional five cents (\$0.05) for a total of eighteen cents (\$0.18) per hour will be granted.

Newly Hired Employees. After July 1, 1984, newly hired employees will not be eligible for any longevity allowance after three (3) years of service, but will be eligible for five (\$0.05) per hour longevity allowance after five (5) years of service.

ARTICLE 27 PERSONAL BUSINESS LEAVE DAY

One (1) day off work with pay as a personal business leave day will be granted. No more than one (1) employee can be gone from work at the same time. Forty-eight (48) hours advance notice is to be given and prior approval must be received from the Sheriff. Said personal business leave day is not to be taken in conjunction with a paid holiday or vacation. Said day is not cumulative from one contract year to the next.

**ARTICLE 28
SHIFT PREMIUM**

Effective July 1, 1999, for each full hour worked between 6:00 p.m. and 6:00 a.m., an employee will be paid a shift differential of fifty cents (\$0.50) per hour. If the shift is two-thirds (2/3) into these hours, the employee will be paid the shift differential. When an employee works on a weekend (6:00 p.m. Friday until 6:00 a.m. Monday), they shall receive seventy-five cents (\$0.75) per hour more.

**ARTICLE 29
DURATION OF AGREEMENT**

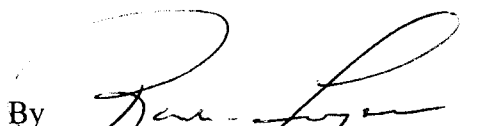
THIS AGREEMENT shall be effective from July 1, 2006, and shall continue to remain in full force and effect until its expiration at Midnight, June 30, 2007. Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before December 15, 2006. This Agreement will remain in effect from year-to-year after the expiration date, if written notice is not otherwise received.

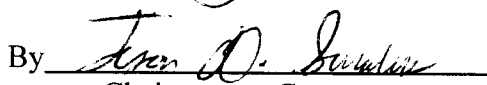
During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement of any other subjects not specifically set forth in this Agreement.

Signed this 19 day of June, 2006.


EMPLOYER

COUNTY SHERIFF'S DEPARTMENT
BENTON COUNTY, IOWA

By 
Sheriff

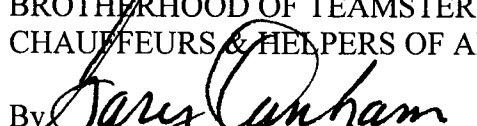
By 
Chairperson, County
Board of Supervisors

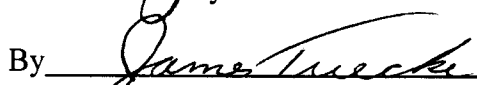
Acknowledged by:


Brian L. Grahm, Employer Representative

UNION

CHAUFFEURS, TEAMSTERS &
HELPERS LOCAL UNION NO. 239
Affiliated with the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS & HELPERS OF AMERICA

By 
Secretary-Treasurer

By 
Business Representative

By 
Employee Representative

JOB CLASSIFICATIONS AND PAY SCHEDULES

Effective July 1, 2006 through December 31, 2006

Job Classification	First Year	After 1 Year	After 2 Years	After 10 Years	After 20 Years
Patrol Deputy					
Hourly	\$16.24	\$17.32	\$18.32	\$18.81	\$19.34
Annually	\$33,771.14	\$36,022.55	\$38,128.71	\$39,097.06	\$40,238.45
Detective/Supervisor					
Hourly	\$18.85			\$19.35	\$19.86
Annually	\$39,193.90			\$40,259.08	\$41,300.05
Utility/Duty Officer					
Hourly	\$15.42	\$16.45	\$17.41	\$17.85	\$18.28
Annually	\$32,076.54	\$34,231.11	\$36,216.23	\$37,136.16	\$38,031.87
Communication Specialist or Correctional Officer					
Hourly	\$11.93	\$13.23	\$14.20	\$14.83	\$15.45
Annually	\$24,838.13	\$27,501.09	\$29,534.62	\$30,866.10	\$32,149.16
Senior Communications Specialist or Correctional Officer					
Hourly	\$15.48			\$16.14	\$16.57
Annually	\$32,197.58			\$33,552.33	\$34,448.99
Food Service/Custodian Employees					
Hourly	\$10.63	\$11.90	\$13.12	\$13.60	\$14.06
Annually	\$22,126.76	\$24,765.51	\$27,283.21	\$28,275.77	\$29,244.12
Office Administrator					
Hourly	\$15.11	\$15.52	\$15.94	\$16.35	\$16.75
Office Secretary					
Hourly	\$11.76	\$12.04	\$12.62	\$13.12	\$13.66

For all members of the bargaining unit, the Employer will pay each employee's annual membership dues in the Iowa State Sheriff's and Deputies Association.

JOB CLASSIFICATIONS AND PAY SCHEDULES

Effective January 1, 2007 through June 30, 2007

Job Classification	First Year	After 1 Year	After 2 Years	After 10 Years	After 20 Years
Patrol Deputy					
Hourly	\$16.73	\$17.84	\$18.87	\$19.37	\$19.92
Annually	\$34,784.28	\$37,103.23	\$39,272.57	\$40,269.97	\$41,445.60
Detective/Supervisor					
Hourly	\$19.42			\$19.93	\$20.46
Annually	\$40,369.72			\$41,466.85	\$42,539.05
Utility/Duty Officer					
Hourly	\$15.88	\$16.94	\$17.93	\$18.39	\$18.83
Annually	\$33,038.84	\$35,258.04	\$37,302.71	\$38,250.24	\$39,172.83
Communication Specialist or Correctional Officer					
Hourly	\$12.29	\$13.63	\$14.63	\$15.28	\$15.91
Annually	\$25,583.27	\$28,326.13	\$30,420.66	\$31,792.08	\$33,113.64
Senior Communications Specialist or Correctional Officer					
Hourly	\$15.94			\$16.62	\$17.07
Annually	\$33,163.51			\$34,558.90	\$35,482.46
Food Service/Custodian Employees					
Hourly	\$10.95	\$12.26	\$13.51	\$14.01	\$14.48
Annually	\$22,790.56	\$25,508.47	\$28,101.71	\$29,124.04	\$30,121.44
Office Administrator					
Hourly	\$15.56	\$15.99	\$16.42	\$16.84	\$17.25
Office Secretary					
Hourly	\$12.11	\$12.40	\$13.25	\$13.76	\$14.32

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